

TO: CITY OF LONG BEACH  
CITY MANAGER  
ATTN: CITY CLERK  
333 West Ocean Boulevard, Plaza Level  
Long Beach, California 90802



**INVITATION TO BID**  
**FURNISH AND DELIVER CUSTODIAL**  
**SUPPLIES (CITYWIDE)**

CONTRACT NO. 31341

**1. COMPLETE CONTRACT:**

This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.

**2. SERVICES TO BE PROVIDED BY THE CONTRACTOR:**

Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.

**3. AMOUNT TO BE PAID:**

The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.

**4. CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:**

When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.

**5. DECLARATION OF NON-COLLUSION:**

The undersigned certifies or declares under penalty of perjury that this Bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

**BIDDER MUST COMPLETE AND SIGN BELOW:**

(Signature of Corporate Officers or persons authorized to sign bids and contracts on behalf of the Contractor – refer to page 2 Instructions Concerning Signatures.)

EXECUTED AT: SANTA ANA ON THE 21st DAY OF July, 2009.  
CITY STATE MONTH

COMPANY NAME: Waxie Sanitary Supply TIN: [REDACTED]  
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: PO Box 23506 CITY SAN DIEGO STATE: CA ZIP: 92193

PHONE: 800 432 7140 FAX: 619-374-2066

SI [Signature] PRESIDENT - CEO  
(SIGNATURE) (TITLE)

CHARLES WAX CWAX@WAXIE.COM  
(PRINT NAME) (EMAIL ADDRESS)

SI [Signature] EXECUTIVE - Vice President  
(SIGNATURE) (TITLE)

JEFFREY B. ROBERTS JROBERTJ@WAXIE.COM  
(PRINT NAME) (EMAIL ADDRESS)

ALL SIGNATURES MUST BE NOTARIZED FOR ALL COMPANIES LOCATED OUTSIDE THE STATE OF CALIFORNIA.  
NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NOTARIAL ACKNOWLEDGMENT IS ATTACHED.  
NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.

IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.

THE CITY OF LONG BEACH  
BY [Signature]  
Director of Financial Management

10-01-09  
Date

APPROVED AS TO FORM 9-28, 2009.  
ROBERT B. SHANNON  
CITY ATTORNEY  
[Signature]  
Deputy

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

**The following information is submitted regarding the Bidder:**

**Legal Form of Bidder:**

Corporation  State of AZ  
Partnership  State of \_\_\_\_\_  
General  Limited   
Joint Venture   
Individual  DBA \_\_\_\_\_  
Limited Liability Company  State of \_\_\_\_\_

**Composition of Ownership (more than 51% of ownership of the organization):**

**OPTIONAL**

**Ethnic (Check one):**

Black  Asian  Other Non-white  
 Hispanic  American Indian  Caucasian

**Non-ethnic Factors of Ownership (check all that apply):**

Male  Yes - Physically Challenged  Under 65  
 Female  No - Physically Challenged  Over 65

Is the firm certified as a Disadvantaged Business:  Yes  No

Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?  
 Yes  No

Name of certifying agency: \_\_\_\_\_

**INSTRUCTIONS CONCERNING SIGNATURES**

Please use the proper notary form, which applies to your type of organization on all Bid documents, attachments and bonds requiring a signature by officers of your company.

**NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID.**

**INDIVIDUAL (Doing Business As)**

- a. The only acceptable signature is the owner of the company. (Only one signature is required.)
- b. The owner's signature must be notarized if the company is located outside of the state of California.

**PARTNERSHIP**

- a. The only acceptable signature(s) is/are that of the general partner or partners.
- b. Signature(s) must be notarized if the partnership is located outside of the state of California.

**CORPORATION**

- a. Two (2) officers of the corporation must sign.
- b. Each signature must be notarized if the corporation is located outside of the state of California.

**OR**

- a. The signature of one officer or the signature of person other than an officer is acceptable if the Bid is accompanied by a certified corporate resolution granting authority to said person to execute contracts on behalf of the corporation.
- b. Signature(s) must be notarized if the corporation is located outside of the state of California.

**LIMITED LIABILITY COMPANY**

- a. The signature on the Bid must be a member or, if the Articles provide for a manager, must be the manager. (Only one signature is required.)
- b. Signature must be notarized if the company is located outside of the state of California.

**THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562-570-6200.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

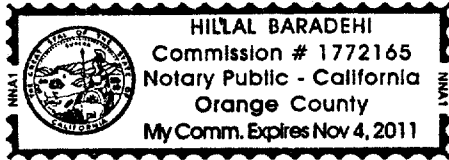
State of California

County of ORANGE

On 7/21/2009 before me, HILLAL BARADEHI NOTARY public  
Date Here Insert Name and Title of the Officer

personally appeared CHARLES WAY, JEFFREY Bruce ROBERTS  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Contract

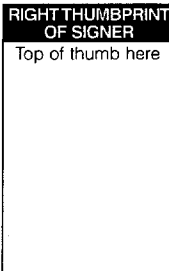
Document Date: 7/21/2009 Number of Pages: 1

Signer(s) Other Than Named Above: N/A

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

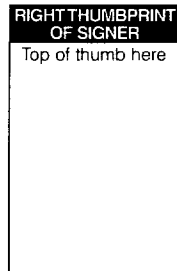
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

## INSTRUCTIONS TO BIDDERS

### 1. PREPARATION OF BID:

The preparation of the Bid, including visits to the Site prior to submittal of the Bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the Bid and shall be disregarded by the City. Any changes or corrections in the Bid must be initialed in ink by the person signing the Bid. Bidder shall state brand name or make of each item bid. If not bidding on item as described, the manufacturer's name and catalog number of the substitute must be given. Bidder shall also attach specifications and furnish other data to establish the suitability of the substitute. Bidder shall quote separately on each item. Bidder shall quote his lowest price and best delivery date as no changes are permitted after the bid opening. Cash discounts offered for payment within fourteen (14) days or less will not be considered when evaluating bids. No telephonic, telegraphic or fax Bids are acceptable.

**NOTE: ALL PAGES OF THE INVITATION TO BID MUST BE RETURNED.**

### 2. EXAMINATION OF BID:

Bidder is responsible for examining the Invitation to Bid and submitting its Bid complete and in conformance with these instructions.

### 3. CONDITIONS OF WORK:

Bidder shall carefully examine the Site to become fully informed regarding all existing and expected conditions and matters, which could affect performance, cost or time of the Work.

### 4. DISCREPANCIES IN BID DOCUMENTS:

If Bidder finds discrepancies in or omissions from the Invitation to Bid, if the intent of the Invitation is not clear, or if provisions of the Specifications restrict Bidder from bidding, he may request in writing that the deficiency(s) be modified. Such request must be received by the City Purchasing Agent at least five (5) working days before bid opening date. Bidders will be notified by Addendum of any approved changes in the Invitation to Bid.

### 5. ORAL STATEMENTS:

The City of Long Beach shall not be bound by oral statements made by any employee or agent concerning this Invitation to Bid. If Bidder requires specific information, Bidder must request it in writing and obtain a reply in writing from the City.

### 6. BRAND NAMES AND SPECIFICATIONS:

The detailed specifications and/or brand names stated are descriptive only and indicate quality, design and construction of items required. **Offers will be considered to supply articles substantially the same as those described herein but with minor variations. Bidders must describe variations in the Bid.** Substitute items must be equal in quality, utility and performance. **The phrase "or approved equal" throughout the specifications means that the City in its sole and absolute discretion shall make the final determination whether or not the substitute items are equal.**

### 7. AWARD:

Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by Bidder. The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item. Bidder may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to him.

The City's purchases of goods and services are based on the City's actual needs and requirements. The City is obligated under this contract/purchase order to purchase and pay for only those goods and services that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed:" amount in any City document is not a guaranteed payment amount to any contractor or service provider. Furthermore, the City may determine that its needs and requirements may be met by City labor or by a second contractor or service provider, even after an award is made to one contractor or service provider. An award is not a promise or guarantee of exclusivity.

Bidders are cautioned that comments and statements, whether oral or written, made by City employees regarding the validity of Bids, the waiver of deviations from Specifications, the possibility or probability of an award being made to a particular Bidder, and other similar matters are NOT binding on the City. Bidders should not order materials, obtain financing or take other actions based on such comments and statements. Only authorization of a Contract by the City Council or issuance of a Purchase Order is conclusive and binding on the City with respect to this Bid and its resulting Contract or Purchase Order. However, prior to authorization by the City Council or issuance of the Purchase Order, Bidders may rely on: (1) approval of an "equal" or "substitute" item which will be issued in writing, and (2) written notice of intent to award by the City Council, which is often issued prior to the authorization by the City Council so that a Bidder can order materials that have a long lead time.

### 8. PAYMENT:

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of goods and on receipt of Contractor's invoice.

In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith.

### 9. SAFETY APPROVAL:

Where required by City Regulations, any items delivered must carry Underwriters Laboratories Approval or City of Long Beach City Safety Officer approval. Failure to so comply will be cause to reject Bid. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

### 10. BUSINESS LICENSE:

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. For more information, go to [www.longbeach.gov/finance/business\\_license](http://www.longbeach.gov/finance/business_license).

**INSTRUCTIONS TO BIDDERS**

**11. PUBLIC WORK AND PREVAILING WAGES:**

In the performance of public work under any Contract, Contractor shall comply with the provisions of Standard Specifications for Public Works Construction, latest edition, and City of Long Beach Amendments thereto. Where labor is required for public work as part of this Contract, Contractor shall pay no less than the prevailing wages set by the Director of the Department of Industrial Relations of the State of California. A copy of the wage schedule can be obtained from the City Engineer.

The Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classifications or type of workers needed to execute the Contract, and the same is on file with the City Engineer, 9<sup>th</sup> floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. It shall be mandatory upon the Contractor to whom the Contract is awarded, and his Subcontractors to pay not less than the said prevailing rate of wages to all workers employed by Contractor or said Subcontractors in the execution of the Contract.

**12. RIGHT TO REJECT:**

The City reserves the right to reject at any time any or all Bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, utility, durability or performance of the items.

**13. SAMPLES:**

Samples of items when requested or required must be furnished to the City free of expense to the City and, if not destroyed by tests, will upon request be returned at Bidder's expense.

**14. PRICES:**

Prices shall be in accordance with those extended to other governmental agencies. In case of error in extension of prices, unit price will govern. All prices must be firm for the Contract term unless the City specifically provides for adjustment.

**15. CITY'S POLICY FOR MINORITY AND WOMEN-OWNED BUSINESSES:**

The City of Long Beach is committed to providing maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

Please visit <http://www.longbeach.gov/purchasing/diversity.asp> for more information on the City's Diversity Outreach Program.

**SUBCONTRACTORS**

To assist the City in maintaining records of its Minority and Women Outreach Program, Bidder is requested to provide the following information. Answers are optional, and failure to answer will not disqualify Bid. If additional space is required, Bidder shall attach a separate sheet.

The following Minority- or Woman-owned subcontractors are to be utilized to provide equipment, material, supplies and/or services for this Contract requirement:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Commodity/Service Provided: \_\_\_\_\_

Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)

Black	( )	American Indian	( )
Hispanic	( )	Other Non-white	( )
Asian	( )	Caucasian	( )

Certified by: \_\_\_\_\_

Valid thru: \_\_\_\_\_

Dollar value of participation: \$ \_\_\_\_\_

**16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:**

Each Bid must be delivered to the location and received on or before the due date and time stated herein. Bids will not be accepted after the date and time stated herein. Bids may be withdrawn without prejudice providing the written request is received by the City Clerk no later than the time set for opening Bids. Withdrawals will be returned to Bidder unopened.

**SUBMIT TO:**  
**CITY OF LONG BEACH**  
**CITY CLERK**  
**333 W OCEAN BLVD/PLAZA LEVEL**  
**LONG BEACH CA 90802**

**BID DUE DATE: Tuesday, July 21, 2009**

**TIME: 11:00 am**

IF BIDDER HAS ANY QUESTIONS REGARDING THIS INVITATION TO BID PLEASE CONTACT THE FOLLOWING CITY PERSONNEL.

**A. COMMERCIAL (TERMS AND CONDITIONS, ETC)**

<u>Lisa Kline</u>	<u>562-570-7745</u>
BUYER	TELEPHONE NUMBER

**B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)**

<u>Lisa Kline</u>	<u>562-570-7745</u>
DEPARTMENT CONTACT	TELEPHONE NUMBER

**17. BID OPENING PROCEDURES:**

All Bids will be publicly opened and read at the date and time specified in Instructions to Bidders, item 15.

It is our policy **not** to release price information on these Bids until the department has reviewed them and award has been approved by the City Council and the City Attorney. At that time, the information becomes public. You are welcome to review the results at that time by calling the buyer that handled that Bid and setting up an appointment. Due to the large volume of Bids received, Bid results will **not** be given out by phone and information will not be faxed.

After the Purchasing Division has analyzed the Bids, the name of the apparent low Bidder will be posted on the Internet for a period of one (1) month, together with the rankings of the top three Bidders. These rankings will not contain price information.

**CAUTION: Only the City Council has authority to make an award, and a contract is not in effect until the City Council makes an award and contract documents (including insurance and bonds) are signed, submitted and approved.**

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within seven (7) calendar days after the date of the Bid opening.

**INSTRUCTIONS TO BIDDERS**

**18. INTER-AGENCY PARTICIPATION:**

IF OTHER AGENCIES EXPRESS AN INTEREST IN PARTICIPATING IN THIS BID, WOULD YOU SUPPLY THE SAME ITEMS.

YES \_\_\_\_\_ NO   X  

(If yes, any agency electing to participate in this Bid will order its own requirements without regard to the City of Long Beach. The City of Long Beach assumes no liability or payment guarantee on any units sold to participating agencies.)

**19. AMERICANS WITH DISABILITIES ACT:**

Contractor shall have and be allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA") with respect to performance hereunder and contractor shall defend, indemnify and hold the City, its officials and employees harmless from and against any and all claims of failure to comply with or violation of the ADA as said claim relates to this Contract.

## CONTRACT – GENERAL CONDITIONS

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.
6. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorney' fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Contractor, its officers, agents and employees in the performance of this Contract.
8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.
9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or changes for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.

## CONTRACT – GENERAL CONDITIONS

14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any and all loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery or equipment supplied hereunder.
20. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
21. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
22. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
23. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
24. Contractor shall submit samples of all documents that Contractor may require the City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the Contract to a Contractor who has submitted said samples, the City does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the Contract between the City and the Contractor.
25. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
26. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
27. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the Purchasing Agent. The form must be submitted and the permit(s) obtained as soon as Contractor receives a notice of award. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s) obtained and, if Contractor does so, it shall be a material breach of the Agreement. In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.



## CONTRACT – GENERAL CONDITIONS

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Rosie Bouquin at 562-570-7079 for assistance with the form.

28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve fifty (50) percent diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.

29. **NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:**

Responses to this Invitation to Bid become the exclusive property of the City of Long Beach. All Bids submitted in response to this Invitation to Bid are a matter of public record and shall be regarded as public records. Exceptions will be only those elements in each Bid that are defined by the Bidder as business or trade secrets and are marked as "Trade Secrets", "Confidential" or "Proprietary".

The City shall not be liable or responsible in any way for disclosure of any records not marked as "Trade Secrets", "Confidential" or "Proprietary". The City shall not be liable or responsible in any way for disclosure of any records so marked if disclosure is deemed to be required by law or by a court order.

30. **THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK ON CITY PROPERTY:**

- A. If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.
- B. Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.
- C. Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Contract by Contractor, its agents, representatives, employees or subcontractors:

- (1) **Comprehensive General Liability:** \$1,000,000 combined single limit for each occurrence or \$2,000,000 General Aggregate for bodily injury, personal injury and property damage, including products and completed operations coverage.

The City, its officials, employees and agents shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; and premises owned, leased or used by Contractor.

- (2) **Automobile Liability:** \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.

- (3) **Workers' Compensation** as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

Any self-insurance program and self-insured retention must be separately approved in writing by the City.

Each insurance policy shall be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after thirty (30) days prior written notice to the City.

## CONTRACT – GENERAL CONDITIONS

Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:

- a. Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or
- b. Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

All coverages for Subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.

Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Before any of Contractor's or Subcontractor's employees shall do any Work on the City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.

Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this Contract.

- D. Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any and all liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of Contractor at the Site.
- E. Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

## **SUPPLEMENTAL CONDITIONS SECTION**

### **ESTIMATED TIMELINE**

Bid Release Date:	Wednesday, June 10, 2009
Training Session:	Thursday, June 18, 2009 10:00 AM PST
Pre-Bid Meeting	Monday, June 22, 2009 10:00 AM PST
Last Day to Submit Questions:	Tuesday, July 7, 2009 2:00 PM PST
Bids Due:	Tuesday, July 21, 2009 11:00 AM PST
Bid Evaluation:	July 21, 2009 – August 4, 2009

### **OPTIONAL LONG BEACH, SMALL BUSINESS ENTERPRISE TRAINING SESSION**

**An Optional Long Beach, Small Business Enterprise Training Session** shall be held for the purpose of training and answering questions regarding the Long Beach local preference ordinance and Long Beach small business enterprise program.

#### **Training Session**

Date: June 18, 2009  
Time: 10:00 am  
Location: City Hall, Council Chambers (Lobby/Plaza Level)  
333 W. Ocean Blvd., Long Beach, CA 90802

### **MANDATORY PRE-BID CONFERENCE**

**A Mandatory Pre-bid Conference** shall be held for the purpose of answering questions. Information and training on SBE and VSBE programs will be given in the first part of the meeting. Due to the nature of the scope of work and the specific standards required by the City, **no bid will be accepted from a bidder who fails to attend the Pre-Bid Conference as scheduled.**

#### **Pre-Bid Conference**

Date: June 22, 2009  
Time: 10:00 am  
Location: City Hall, Council Chambers (Lobby/Plaza Level)  
333 W. Ocean Blvd., Long Beach, CA 90802

**Bidders must sign-in at the Pre-Bid Conference.**

### **SUBMITTAL INSTRUCTIONS**

The Purchasing Division will accept questions and/or comments in writing. For questions regarding this RFP, submit all inquiries to Lisa Kline via email at [lisa.kline@longbeach.gov](mailto:lisa.kline@longbeach.gov) by July 7, 2009 at 2:00 pm. Responses to the questions will

## **SUPPLEMENTAL CONDITIONS SECTION**

be posted on the City's website purchasing.longbeach.gov under the "Bids/RFPs" tab no later than July 9, 2009 at 5:30 pm. All proposers are recommended to visit the abovementioned City website on a regular basis as the responses may be posted earlier than the date above.

The bid must be submitted in accordance with the following:

**All documents, bidding or not**, must be returned to the City in a sealed, opaque envelope marked in the upper left hand corner with the bidder's name and address and addressed as follows:

**City of Long Beach  
Attn: City Clerk  
333 W. Ocean Blvd., Plaza Level  
Long Beach, CA 90802  
  
PA02209 Custodial Supplies Bid**

All blank bid items contained in the Bid Form must be completed.

### **CONTRACT PERIOD**

This Contract will expire 12 months after date of award. This Contract may be extended by mutual agreement for up to two additional periods of one-year, each in accordance with the terms and conditions stated herein.

It is agreed that if the City intends to renew this Contract, the City shall so notify Contractor 90 days prior to the expiration date. Contractor shall submit any proposed price adjustments to the City Purchasing Agent for approval at least 60 days prior to expiration of the Contract. Said notice shall show item number, price, Contract number, and purchase order number. The City reserves the right to accept or reject any price increase and to cancel the renewal notice if price increases are not acceptable.

**No price increase will be allowed during any twelve month contract period.**

### **DELIVERY SCHEDULE**

Delivery shall be made within three calendar days after receipt of order. The ability to deliver sooner may be a factor in award.

## **SUPPLEMENTAL CONDITIONS SECTION**

The ability to consolidate orders, thereby reducing packaging, limiting truck trips and excess waste, will be a factor in award. Bidders need to demonstrate what their plan is and/or how they are able to consolidate orders and reduce packaging to limit truck trips and decrease waste.

### **SHIPPING INSTRUCTIONS**

Prices quoted shall include all delivery and unloading charges to various City departments. Purchase orders are not restricted to one delivery location within the City of Long Beach.

### **BOND PROVISIONS**

Not applicable.

### **GREEN PRODUCTS**

Bidder shall provide pricing for green products in addition to regular product offerings. This includes environmentally-friendly, organic, plant-based, refillable cleaning supplies; reusable or refillable items, avoiding single use, disposable items.

When products are considered green or are from local vendors or regional manufacturers (within 500 miles of Long Beach), product specification should include this information.

### **GREEN CERTIFICATION**

Businesses with “green” certifications for green processes or products are desirable. The certifications may come from local, regional, or federal designating bodies. Bidders should demonstrate their green processes and provide documentation of any green business certifications or green product certifications.

### **BRAND NAME**

Whenever material or equipment is specified using a brand name or the name of a particular supplier, the specifications are intended to establish the type, function, and quality required. **If quoting an “equal” item, Bidder shall submit all data supporting its claim that material or equipment is an “equal” at the time of the bid submission.** Failure to provide supporting data may disqualify the Bid.

## **SUPPLEMENTAL CONDITIONS SECTION**

The phrase "or approved equal" means that the City Purchasing Agent, or his designee, shall make the determination, in his sole discretion, whether or not material or equipment offered as an "equal" is the same in form, function, performance, reliability, quality, and features as the brand name or product from a particular supplier.

### **BASIS OF AWARD OF CONTRACT**

The City reserves the right to award, in whole or in part, portions of this Bid to one or more suppliers.

Without limiting the power and authority with which it is vested, the City shall be the sole authority in determining the lowest responsible bidder, taking into consideration the experience of the bidder, references, operations, quality, fitness, capacity, and adaptability in respect to the requirements of these specifications for the products proposed by any bidder hereunder.

### **PRICING**

No "minimum orders" will be permitted. Bidders indicating a minimum order will be disqualified.

### **MAINTENANCE OF ADEQUATE STOCK**

Contractor shall maintain adequate stock to make deliveries in accordance with "scheduled order" shipments, and emergency or fill-in orders, as needed by the City. "Scheduled order" shipments may be established by each City department at the beginning of the contract period. These "scheduled order" shipments may be altered at any time during the contract period.

### **MATERIAL SAFETY DATA**

In compliance with Title 8 of the California Code of Regulations, (OSHA), THE City requires two copies of the U.S. Department of Labor Material Safety Data Sheet for item(s) shown on the purchase order. The material safety data sheet shall be submitted to the department at the time of delivery or with pick-ups and will calls. Failure to supply these documents may seriously delay payment of invoice.

### **SAMPLES**

Contractor may be required to provide samples of items upon request by the City for use as "Control Samples" throughout the duration of the Contract. The samples must

## **SUPPLEMENTAL CONDITIONS SECTION**

be labeled with the brand name and manufacturer's stock or product number and must meet the specification requirements. All items shall be subject to approval and acceptance by the City.

### **ILLUSTRATIVE AND TECHNICAL DATA**

Bidder shall submit illustrative and technical data on Bid items. If quoting an "alternate" or "equal" item, a product specification sheet must be submitted with Bid for the item. Failure to provide technical information may disqualify bid.

### **REFERENCES**

Bidder shall furnish on a separate sheet of paper a list of five current customers, including company name, street address, telephone number, and contact person, for whom bidder has provided similar products. The City intends to contact these customers to determine product reliability, Contractor's performance, and other information. Failure to include customer references may void bid if the City has no prior experience with bidder.

### **ORDERING INFORMATION**

Bidder shall provide information regarding ordering processes. If online ordering is available, please provide this information. Also, if your company has a way of restricting some products, or specifying only certain products for purchase, please include this information.

### **CATALOGS AND MISCELLANEOUS PURCHASES**

Contractor shall submit one copy of its general or master catalog with Bid. The catalog shall be used to purchase items that are not specifically listed in the Bid. Upon award of the Contract, Contractor shall supply additional catalogs to the various City departments as requested.

The various City departments shall be authorized to purchase miscellaneous items not listed herein up to a maximum of \$500.00 per order.

Please specify the percentage discount the City will receive from catalog prices:

See Below % Discount

Catalog Dated: March 2007

Page 15 of 19

- A) Commodities (paper & liners) – 30%
  - B) Chemicals – 25%
  - C) Miscellaneous – 20%
  - D) Equipment & Material Handling – 10%
- \* Plus freight charges where applicable.

**BID SECTION**

BID TO FURNISH AND DELIVER CUSTODIAL SUPPLIES FOR THE CITY OF LONG BEACH.

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WE ARE PLEASED TO SUBMIT THIS BID IN ACCORDANCE WITH THE CITY OF LONG BEACH INVITATION TO BID, SPECIFICATIONS AND TERMS AND CONDITIONS TO FURNISH AND DELIVER THE FOLLOWING EQUIPMENT, MATERIAL, SUPPLIES OR SERVICES **FOB DESTINATION** CITY OF LONG BEACH.

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**SALES TAX**

PRICES STATED HEREIN SHALL **NOT** INCLUDE SALES TAX.

**SUMMARY OF BID ITEMS**

**(BIDDER WILL BID PRICES ON THE FOLLOWING PAGES)**

**Refer to "Brand Name" instructions on Page 12 when quoting an "equal."**

DELIVERY: 3 days after receipt of order. (If time shown is more than three calendar days after receipt of order, Bid may be rejected.)

PAYMENT TERMS: Net 30



**BID SECTION**

**SECTION A - BROOMS, BRUSHES, MOPS, AND RELATED ITEMS:**

ITEM	DESCRIPTION	BRAND NAME	STOCK NUMBER	UNIT	UNIT PRICE	UNITS PER CASE	CASE PRICE
1	Feather Duster 12 in	Waxie	180020	EA	2.75	1	2.75
2	Feather Duster 23"	Waxie	180060	EA	3.00	1	3.00
3	Feather Duster 34"	Premier	180080	EA	4.25	1	4.25
4	Cotton Mop	Premier	650031	EA	1.85	12	22.20
5	Rayon Mop	Waxie	650081	EA	3.83	12	45.96
6	Dual Angle Upright Broom	Waxie	051261	EA	1.47	1	1.47
7	18" Plastic Push Broom	Waxie	050600	EA	5.20	1	5.20
8	18" Wire Center Push Broom	Waxie	050310	EA	6.75	1	6.75
9	24" Triple Fill Push Broom	Waxie	050320	EA	8.91	1	8.91
10	Janitor Corn Broom	Waxie	051141	EA	4.85	1	4.85
11	Whisk Broom	Waxie	051231	EA	1.39	1	1.39
12	16" Metal Dustpan	Waxie	190020C	EA	3.86	1	3.86
13	Long Handle Metal Dustpan	Waxie	190030C	EA	15.85	1	15.85
14	Plastic Lobby Dustpan	Waxie	190070	EA	5.65	1	5.65
15	Lobby Pro-Upright Dustpan	Waxie	190100	EA	11.50	1	11.50
16	24 oz Spray Bottle	Waxie	890045C	EA	0.36	1	0.36
17	22-32 oz Trigger Spray	Waxie	890040C	EA	0.29	1	0.29
18	18" Combo Squeegee/Washer	Ettore	290470	EA	12.75	1	12.75
19	18" Refill Squeegee Rubber	Ettore	290430	EA	1.40	1	1.40

TOTAL \$158.39

**SECTION B - SOAPS, CLEANERS, AND RELATED ITEMS:**

ITEM	DESCRIPTION	BRAND NAME	STOCK NUMBER	UNIT	UNIT PRICE	UNITS PER CASE	CASE PRICE
1a	10 oz Aerosol Air Freshener	Waxie	160541	EA	2.55	12	30.60
1b	<b>GREEN ALTERNATIVE</b>	TC	161710	EA	3.06	12	36.78
2a	Dry Air Freshener	Waxie	160260	EA	2.55	12	30.64
2b	<b>GREEN ALTERNATIVE</b>	TC	161710	EA	3.06	12	36.78
3a	Liquid Bleach 6x1 Gal	Waxie	090101	CS	8.88	6	8.88
3b	<b>GREEN ALTERNATIVE</b>	Waxie	410064	CS	23.50	4	23.50
4a	Liquid Bleach 4x1 Gal	Waxie	090104	CS	5.42	4	5.42
4b	<b>GREEN ALTERNATIVE</b>	Waxie	410064	CS	23.50	4	23.50
5a	Hand Soap 4x1 Gal	Waxie	380154	CS	14.47	4	14.47
5b	<b>GREEN ALTERNATIVE</b>	Waxie	385880	CS	29.10	3	29.10
6a	Lotion Hand Soap 4x1 Gal	Waxie	380142	CS	32.72	4	32.72

**BID SECTION**

<b>6b</b>	<b>GREEN ALTERNATIVE</b>	Waxie	385880	CS	29.10	3	29.10
7a	Foaming Lotion Hand Soap 4x1 Gal	Waxie	380142	CS	32.72	4	32.72
<b>7b</b>	<b>GREEN ALTERNATIVE</b>	Waxie	385880	CS	29.10	3	29.10
8a	36 lb Tide Laundry Detergent	Tide	530180	DM	69.71	1	69.71
<b>8b</b>	<b>GREEN ALTERNATIVE</b>	KL	530990	DM	32.23	250	32.23
9a	20 oz Cascade Dishwashing Detergent	Cascade	530015	CS	45.13	24	45.13
<b>9b</b>	<b>GREEN ALTERNATIVE</b>	Odoban	410184	CS	33.40	4	33.40
10a	Palmolive Dishwashing Liquid 20/13 oz	Palmolive	530580	CS	32.05	20	32.05
<b>10b</b>	<b>GREEN ALTERNATIVE</b>	Odoban	410184	CS	33.40	4	33.40
11a	Hair and Body Shampoo 4x1 Gal	Waxie	380194	CS	20.04	4	20.04
<b>11b</b>	<b>GREEN ALTERNATIVE</b>	Waxie	385880	CS	29.10	3	29.10
12a	Windex Glass Cleaner 4x1 Gal	Windex	950161	CS	33.78	4	33.78
<b>12b</b>	<b>GREEN ALTERNATIVE</b>	Waxie	950004	CS	20.32	4	20.32
13a	Waxie Traffic Signal Disin. Bowl Cleaner	Waxie	030111	CS	22.83	12	22.83
<b>13b</b>	<b>GREEN ALTERNATIVE</b>	Waxie	030063	CS	68.34	4	68.34
14a	Waxie Power Wash Aerosol 14 oz	Waxie	410520	CS	33.00	12	33.00
<b>14b</b>	<b>GREEN ALTERNATIVE</b>	Waxie	410074	CS	21.80	4	21.80
15a	Furniture Polish - case	Waxie	750010	CS	35.56	12	35.56
<b>15b</b>	<b>GREEN ALTERNATIVE</b>	Waxie	750015	CS	19.00	12	19.00
16a	Waxie Citrus MULTIPURPOSE CLEANER/DEGREASER- 4X1 GL GSA	Waxie	320074	CS	33.50	4	33.50
<b>16b</b>	<b>GREEN ALTERNATIVE</b>	Waxie	410064	CS	23.50	4	23.50
17a	Waxie Truck Wash	Waxie	410912	DM	25.75	1	25.75
<b>17b</b>	<b>GREEN ALTERNATIVE</b>	Waxie	950004	CS	22.25	4	22.25
18a	Urinal Screen with Deodorant	Waxie	160201	DZ	9.00	12	9.00
<b>18b</b>	<b>GREEN ALTERNATIVE</b>	Waxie	160296	CS	72.00	6 x 10 = 60	72.00

ITEM A  
TOTAL \$ 515.80

ITEM B  
TOTAL \$ 583.20

**SECTION C - GARBAGE BAGS:**

ITEM	DESCRIPTION	BRAND NAME	STOCK NUMBER	# PER UNIT	UNIT PRICE	UNITS PER CASE	CASE PRICE
1	43X47 1.5 Mil Black Max	Waxie	703082	1	0.17	100	17.82
2	36X58 1.5 Mil Black Max	Waxie	703079	1	0.18	100	18.45
3	24x24 6 Mic Liner	Waxie	704510	1	.007	1000	7.97

**BID SECTION**

4	33x40 13 Mic Liner	Waxie	704536	1	.03	500	18.87
5	36x60 17 Mic Liner	Waxie	704362	1	.07	200	14.35
6	43x48 16 Mic Liner	Waxie	704543	1	.06	200	12.90
TOTAL							\$ 90.36

**SUMMARY OF BID SECTIONS**

	<b><u>SECTION TOTAL</u></b>	<b><u>"GREEN" TOTAL</u></b>
SECTION A – CLEANING EQUIPMENT (IE: BROOMS, BRUSHES, MOPS, & RELATED ITEMS)	\$ 158.39	
SECTION B – SOAPS, CLEANERS, & RELATED ITEMS	\$ 515.80	
SECTION B – TOTAL TO INCLUDE "GREEN" PRODUCTS INSTEAD OF REGULAR WHEN AVAILABLE		\$ 583.20
SECTION C – GARBAGE BAGS	\$ 90.36	
<b>GRAND TOTAL:</b>	<b>\$ 1,347.75</b>	
<b>"GREEN" GRAND TOTAL:</b>		<b>\$ 583.20</b>

## REFERENCES

City of Anaheim	200 S. Anaheim Blvd. Anaheim, CA 92805	Valerie Handzus	(714) 765-5218
City of Huntington Beach	200 S. Anaheim Blvd. Anaheim, CA 92805	Sharon Griffin	(714) 536-5221
San Diego Unified School District	2351 Cardinal Lane San Diego, CA 92123	Patricia Burch	(858) 627-7182
San Diego State University	5500 Campanile Drive San Diego, CA 92182	Johnny Eaddy	(619) 594-2408
Aquarium of the Pacific	100 Aquarium Way Long Beach, CA 90802	Michael Kent	(562) 951-1668
County of Orange	1143 E. Fruit Street Santa Ana, CA 92701	Norman Hamaker	(714) 567-7750
Riverside Unified School District	3070 Washington Street Riverside, CA 92504	Eric Troxel	(951) 788-7496



City of Long Beach

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Department of Financial Management  
Division of Procurement  
333 W Ocean Blvd. 7<sup>th</sup> floor, Long Beach, California 90802  
p 562.570.7745  
Lisa\_Kline@longbeach.gov

July 14, 2009

NOTICE TO OFFERORS

ADDENDUM NO. 1

PA-02209(1)

The following changes and/or additions shall be made to the original Invitation to Bid No. PA-02209 Custodial Supplies (Citywide). Please acknowledge receipt of this addendum by signing and returning with your bid.

As of Tuesday, June 23, 2009, the City of Long Beach has made the following revisions for PA-02209 Custodial Supplies (Citywide):

1. The list of attendees from the pre-bid meeting has been posted.
2. The SBE documents have been posted
3. The list of delivery locations has been posted. The City reserves the right to change, add, or delete a location at any time during the Contract period.

Please take a moment to review these changes when developing your bid.

Prepared By: Lisa Kline Date: 14-Jul-09  
Buyer

Acknowledged By: [Signature] Date: July 21, 2009

Firm of: Waste Sanitary Supply



City of Long Beach

Department of Financial Management  
Division of Procurement  
333 W Ocean Blvd. 7<sup>th</sup> floor, Long Beach, California 90802  
p 562.570.7745  
Lisa\_Kline@longbeach.gov

July 14, 2009

NOTICE TO OFFERORS

ADDENDUM NO. 2

PA-02209(2)

The following changes and/or additions shall be made to the original Invitation to Bid No. PA-02209 Custodial Supplies (Citywide). Please acknowledge receipt of this addendum by signing and returning with your bid.

As of Wednesday, June 24, 2009, the City of Long Beach has made the following revisions for PA-02209 Custodial Supplies (Citywide):

1. The 2008 custodial supplies usage list has been posted.

Please take a moment to review these changes when developing your bid.

Prepared By: Lisa Kline Date: 14-Jul-09  
Buyer

Acknowledged By: [Signature] Date: July 21, 2009  
Firm of: Waxie Sanitary Supply



City of Long Beach

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Department of Financial Management  
Division of Procurement  
333 W Ocean Blvd. 7<sup>th</sup> Floor, Long Beach, California 90802  
p 562.570.7745  
Lisa\_Kline@longbeach.gov

July 21, 2009

## NOTICE TO OFFERORS

### ADDENDUM NO. 3

PA-02209(3)

The following changes and/or additions shall be made to the original Invitation to Bid No. PA-02209 Custodial Supplies (Citywide). Please acknowledge receipt of this addendum by signing and returning with your bid.

As of Thursday, July 9, 2009, the City of Long Beach has made the following revisions for PA-02209 Custodial Supplies (Citywide):

### **The following questions have been raised. Answers are in blue.**

1. The 12 inch, 23 inch, 34 inch of feather dusters. Is the length the overall length or the length of feather dusters?

This is the overall length.

#### 2. Section A

item # 1, 2, & 3 feather duster is the handle plastic or wood?

wood

item # 4 & 5 cotton & rayon mop what is the size?

Equivalent to Waxie #24 cotton mop and Waxie #24 rayon mop

item # 9 what is a 24" triple fill push broom

"24" triple-fill push broom with black hair and plastic blend border with black fiber center. Bristle mix designed for smooth or semi-smooth floors. Fiber center cleans heavy dirt, while border catches the fine dust, 3" trim. Threaded handles are sold separately."

item # 14 & 15 what is the difference?

#14 – rugged, molded plastic base, long-handle lobby dustpan, 12" opening, 34" handle, 11" deep

#15 - Rubbermaid, with durable rear wheels for improved wear resistance

#### 3. Section B

item # 13a what is the size

Please list the size of the item you are bidding.

item # 14a what is a power wash aerosol

"Features a powerful solvent blend that acts like a pressure washer and quickly and easily removes dirt, grease, oil, brake fluid, and other contaminants from linings, pads, drums, cylinders and springs. Excellent all around metal parts cleaner. Fast drying and residue free. No chlorinated or fluorinated solvents, no lead, phosphorous, or silicone."

item # 15a what is the size

16.5 oz

item # 17a what is the size

5 gallon

item # 18a is this with deodorant blocks built in

yes

#### 4. Section C

items 1 - 6 what is the case pack

Please fill out the bid sheet thoroughly to indicate the specifics of the products you are bidding.

5. Questions for the section A-Brooms, Brushes, Mops, and related item: On item #17, do you want me to quote you 22oz, 24oz, 32oz trigger sprays?

Please quote one trigger spray that works in all bottles between 22-32oz.

6. Questions for the section B- Soaps, cleaners, and related item:

Item #1a, 10 oz Aerosol Air Freshener, Is lemon fragrance is good? Do you have fragrance that City of Long Beach use now?

We would expect that there would be more than one choice of scent.

Item #2a, Dry Air Freshener, is it a gel type in a dispenser?

This is a dry aerosol air freshener.

7. Questions for Section C-bags

Are these high or low density bags?

Items 1, 2, 3, & 5 are high density bags. Items 4 & 6 are low density bags.

8. Information is based on (bid section) price with total only? Or is the annual usage total base on the form you produced to be fixed into the total price?

The City will take both into consideration. The items listed on the bids sheets are the most frequently purchased items.

9. 13A

14A

16A

17A

The above are Waxie products only. We can bid on something other than, that is comp to the Waxie product?

Yes, please provide information about the equivalent product that you bid.



10. There are inherently non green products in section B (Bleach) if a green product can be provided to fit a specific application but is not an exact match to the description... How do we show/describe the green product?  
Provide product information.

11. If a green option is not available from a specific supplier how will the city calculate the green totals on page 19?

If there is not a green option available for a product, please provide us with details of a good faith effort to show this. Green custodial supplies are important to the City and will be a factor in the determination of award of contract.

12. Will you accept letters of clarification/ proposals for services and products?

Yes

13. Please describe price evaluation process of this bid. Is it all price based, or do other factors also weigh in.

Price is the most important factor, but the vendor must submit a complete bid packet with all applicable requirements.

14. Please give a more detailed description of line 15a of furniture polish?

"Formulated with lemon oil to clean, beautify, preserve and protect natural wood grain. Imparts a deep gloss to wood, plastic, vinyl, leather, metal and painted surfaces. 16.5 ounces."

15. If we can not provide the product in the specified case quantities, how will that impact the bid?

The City will look at your proposed quantities to determine if the amounts would work for the City's needs.

16. What is the difference between dry air freshener and aerosol air freshener?

Dry air freshener is safe to use on fabric.

17. How would you like our online ordering capability presented in the bid? Would you like screen shots, description of ordering; is there anything specific that is needed?

We just need a SHORT description of your capabilities.

**Also, the following section regarding the extension options were omitted from the bid sheets. Please fill out this sheet and use this addendum to answer the requested information.**

**Extension option:**

This contract is subject to extension for two additional one (1) year periods from the date of expiration of this contract, at the option of the City, in accordance with the option granted in your bid.

Price increase shall not exceed 3 - 6 % during first extension period.

3-6

Price increase shall not exceed \_\_\_% during second extension period.

Payment terms: net 30 days

Please take a moment to review these changes when developing your bid.

Prepared By: Lisa Kline Date: 21-Jul-09

Buyer

Acknowledged By: [Signature] Date: July 21, 2009

Firm of: Waxte Sanitary Supply



City of Long Beach

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July 21, 2009

NOTICE TO OFFERORS

ADDENDUM NO. 4

PA-02209(4)

The following changes and/or additions shall be made to the original Invitation to Bid No. PA-02209 Custodial Supplies (Citywide). Please acknowledge receipt of this addendum by signing and returning with your bid.

As of Tuesday, July 14, 2009, the City of Long Beach has made the following revisions for PA-02209 Custodial Supplies (Citywide):

**There was an error in the answer to question number seven from Addendum 3. Disregard the answer on Addendum 3. Below is the correct answer.**

7. Questions for Section C-bags  
Are these high or low density bags?

Items 1 and 2 are low density. Items 3, 4, 5, and 6 are high density.

Please take a moment to review these changes when developing your bid.

Prepared By: Lisa Kline Date: 21-Jul-09  
Buyer

Acknowledged By: [Signature] Date: July 21, 2009  
Firm of: Waste Sanitary Supply